

Name:

Address:

Phone:

Fax:

In Pro Per



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TIN PHAN

Plaintiff

v.

County of ORANGE
CHILDREN AND FAMILY
SERVICES Defendant(s).

CASE NUMBER:

8:22cv1173-JVS-ADSx

Motion to Confirm

TITLE OF PLEADING

ARBITRATION

ON MARCH 26TH 2021 LORETA LOPEZ OF THE SOCIAL SERVICES OF ORANGE COUNTY, ARRIVED AT THE MATERNAL GRAND PARENTS HOME AT 618 S. HARMON ST SANTA ANA, CA. MS. LOPEZ CAME WITH THE SHERIFFS OR POLICE ESCORT WITH A WARRANT TO TAKE MY BELOVED CHILD INTO CUSTODY AT THE ORANGE WOOD HOPE FOR CHILDREN IN CRISIS. THERE WAS ABSOLUTELY NO REASON FOR THIS EVENT TO TRAGICALLY BEFALL UPON MY CHILD AND MY FAMILY. BUT IT DOES NOT TAKE MUCH MORE THAN A MINOR SNUB TO CAUSE THIS

No
CV30

AGENT TO RETALIATE WITH THE FULL FORCE OF
THE COUNTY OF ORANGE SOCIAL SERVICES, IT
IS A LOSING ~~BATTLE~~ BATTLE FOR ANY PARENT
WHO HAS THE SOCIAL SERVICES AS AN ENEMY
AND THAT IS WHAT I CAUSED WHEN I
REJECTED HER SERVICES. LORETTA LOPEZ
LEARNED THAT I WAS THE VICTIM OF
DOMESTIC VIOLENCE AND SUGGESTED I AND
HER MOTHER BEGIN THIS COMPLETELY UN-
NECESSARY TIME CONSUMING SELF HELP.
I FLAT OUT REFUSED AND SAID THAT
THERE IS NO REASON TO PUNISH ME
I WAS THE VICTIM. LOOK AT THE POLICE
REPORT, CERTAINLY SANTA ANA POLICE
WOULD NOT SERVE ME WITH AN EMERGENCY
PROTECTIVE ORDER (EPO) IF I WERE
IN ANY WAY GUILTY. BUT I WAS NOT,
AND HONESTLY, I'VE BEEN COMPLIMENTED
BY SO MANY PEOPLE WITH MY SUDDEN
DEDICATION TO MY DAUGHTER AND HOW GREAT
THE THOUGHT I WAS FOR DROPPING EVERYTHING
TO CARE FOR MY EMOTIONAL DAMAGED CHILD
AFTER HER MOTHER SUDDENLY LEFT AND
DID NOT RETURN. I FELT SO SORRY FOR MY
CHILD WHO WOULD BE FRANTIC IF I LEFT HER

PERIPHERY FOR EVEN ONE SECOND. SHE WOULD CRY
OUT "DADDY!" IT WAS SO SAD THAT MY CHILD BE SO
AFFECTED AT THE SUDDEN LOSS OF HER MOTHER.
IT WAS COMPLETELY IRRESPONSIBLE AND DISGRACEFUL
FOR HER MOTHER TO LEAVE HER STILL INFANT
CHILD TO GAMBLE DAY IN AND DAY OUT
AT THESE MANY ILLEGAL GAMBLING DENS.
BUT I WOULD NOT
LINDA'S PARENTS GIVE UP ON MY CHILD AS
HOW UNUSUAL IT WAS FOR HER MOTHER
AND FATHER TO BE SO VISIBLY BOTHERED
WITH MY DAILY VISITS TO MY ADORABLE
LITTLE GIRL, SHE ASKED ME TO NOT VISIT
HER SO MUCH AND TO NOT COME BECAUSE
MY CHILD DIDN'T EVEN LIKE ME.
IT'S THAT MOST UNUSUAL FOR HER GRAND
PARENTS TO SAY THIS TO THE FATHER.
I WAS JUST BARELY GETTING TO KNOW MY
CHILD AND I FELT SUCH A GREAT
FEELING OF JOY SPENDING TIME WITH
MY DAUGHTER. I TREASURED THIS BLESSING
BECAUSE I'VE LIVED MY LIFE IN SOME OF
THE MOST TRAGIC CIRCUMSTANCES THAT I VOWED
I WOULD NEVER BE UNGRATEFUL OF ANYTHING.

ONE DAY WHEN I CAME AGAIN TO THE MATERNAL
GRAND PARENTS HOME, THE GRANDMOTHER SAID,
IF YOU THINK YOU'RE GONNA TAKE HER FOR
SOME FUN ONLY TO DROP HER OFF WHEN I
WANTED TO BE FREE WAS NOT GOING TO
BE THE CASE. IF I TOOK HER ON THIS
DAY THEY WOULD REFUSE TO CARE FOR
HER AND I WOULD BE STUCK WITH MY
19 MONTH CHILD WITH NO ONE TO CARE
FOR HER. SO I EITHER STOP COMING
OR TAKE HER FOR GOOD. AND I
DID NOT APPRECIATE THESE GRANDPARENTS
STRANGE DISLIKE OF ME BUT I WOULD
NOT ALLOW THEM TO PRESSURE ME OUT
OF MY CHILD'S LIFE. I WAS HER ONLY
PARENT AND IT IS SO IMPORTANT FOR
A CHILD TO BE ABLE TO SAY,
"MOMMY" OR "DADDY". IT IS THIS
AGENCY'S VERY CORRUPT TACTICS AND
THEIR WILLINGNESS TO COMMIT ACTS
OF COMPLETE DISHONESTY IS NOT
EVEN A PROBLEM AT ALL. THESE

1 AGENTS ARE THE FIRST THAT I'VE EVER
2 MET WHOM ARE CORRUPT, DISHONEST, AND
3 UNETHICAL. I SWEAR UNDER PENALTY OF
4 PERJURY, THAT THESE AGENTS OF THE
5 SOCIAL SERVICES ARE THE WRONG DOERS.
6 THEY HAVE COMMITTED ACTS OF DECEPTION,
7 MANIPULATION, FALSE ACCUSATIONS, FALSE
8 RECORDS, CREATED FALSE AND DAMAGING
9 EVIDENCE, TAMPERED WITH COUNTY TEST
10 RESULTS TO SABOTAGE MY DRUG TESTING
11 RECORD, FAILED TO ALLOW MY VISITS WITH
12 MY CHILD TO LEAVE THE WATCH OF
13 A SHERIFF AND A MONITOR, ALLOWED FOR
14 MY AGENTS TO CONTINUE TO ABUSE ME THROUGH
15 THE REUNIFICATION PROCESS WHICH IS
16 NOT A REUNIFICATION BUT IT IS A
17 DEUNIFICATION OF MY CHILD'S BOND
18 WITH ME. THEY HAVE ALLOWED A POLICY
19 TO FORBID ME OF SPEAKING TO MY CHILD
20 OF ANYTHING RELATED TO REUNIFICATION
21 THIS IS THE MOST OUTRAGEOUS ATTEMPT
22 TO CAUSE A COMPLETE RIFT IN MY
23 CHILD'S CONNECTION WITH HER FATHER,
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1 Right Before my final Court Hearing where
2 I HAVE Fought AGAINST Accusations of
3 Violence and drug use, Accusations
4 of neglect and irresponsibility. These Agents
5 PAINTED A picture of ME THAT IS
6 Completely And utterly opposite of
7 who I Am And my Actions And
8 History Proves these allegations
9 Are Just Lies. So overwhelming
10 is the feeling to be described as
11 A complete mindless violent and
12 Brainless incompetent Father Driving
13 around my child without A CARSEAT?
14 UNBELIEVABLY Horrifying. But why
15 is this Agency so incredibly
16 AGAINST ME THAT this initial Agent
17 would MUSTER THE ENTIRE AGENCY
18 To SAY THINGS ABOUT ME THAT
19 they cannot even Legitimize
20 Because they HAVE NEVER EVER

1 TAKEN MY VERSION OF THE EVENTS OR THEY
2 WOULD HAVE BEEN ABLE TO SEE THAT I
3 AM A COMPLETE VICTIM AND I'VE NEVER
4 DONE ANYTHING WRONG IN MY ROLE
5 AS A FATHER. I'VE IN FACT BEEN
6 THE GREATEST PRESENCE IN HER TENDER
7 LIFE AND ESSENTIALLY I RESCUED MY
8 CHILD WITH 100% FULLTIME CARE
9 AND DEDICATION. I LOVE MY DAUGHTER
10 SO MUCH, IT IS SO HARD TO HAVE
11 TO GO THROUGH THIS KIND OF TRAGIC
12 STATE LEAD MISCARRIAGE OF JUSTICE.
13 I WISH I COULD HAVE FOUND A WAY TO
14 HAVE NOT SHOBBED THE AGENT BECAUSE
15 WHAT SHE DID AND THE SUPPORT SHE
16 HAS FROM ALL AGENTS AND THE COURTS
17 IS ABSOLUTELY ENOUGH TO TAKE AWAY
18 ANY ONE'S CHILD, THAT IS A FACT.
19 THIS AGENTS CAN TAKE MY CHILD AND
20 LAY ALLEGATIONS THAT ARE COMPLETELY
21 GROUND LESS AND CONTRARY TO
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1 To my history And Actions AS A Father,
2 THERE IS NO WAY A FATHER who
3 HAS CARED FOR HIS child LIKE I
4 HAVE - THERE IS NO WAY I Am Going
5 To FAIL to protect HER. I WAS
6 HIT with An OBJECT By HER Mother
7 THAT SPLIT my head wide open And
8 I DID NOT Drop my child. I
9 wouldn't even be ABLE to Drop
10 my child unless I Literally
11 dropped dead. I Am very protective
12 of HER. I HAVE the ENTIRE
13 Community, the SANTA Ana Police,
14 my Family, And All of my
15 friends To Vouch THAT I
16 Am A most profoundly Caring
17 And Good Father. My child is
18 AT SUCH A complete loss without
19 me. This Has GONE So FAR And there

1 IS NO END IN SIGHT. I AM TODAY COMPLETELY
2 LOST AND MY CHILD IS OUT THERE IN SOME
3 FOSTER HOME KNOWING SHE HAS NO ONE
4 TO CALL MOMMY OR DADDY.
5 THIS BREAKS MY HEART! IT IS
6 THE MOST HORRIBLE THING TO
7 STEAL A CHILD'S VERY CHILD
8 HOOD FROM HER AND TO FILL
9 HER LIFE WITH A PARENTLESS
10 EXISTENCE WHEN THERE WAS
11 ABSOLUTELY NEVER A PROBLEM
12 IN HER LIFE. HOW CAN THE
13 COURTS SUPPORT SO BLINDLY THE
14 CLAIMS OF A SOCIAL AGENT
15 WITHOUT CONSIDERING THE MULTIPLE
16 CRIES OF THIS PARENT. I
17 AM A GOOD FATHER AND HAVE
18 DONE NOTHING WRONG.

PLEASE CONFIRM THE AWARD OF
ARBITRATION AND PLEASE COMPLY
WITH THE ~~FINAL~~ FINAL AWARD
OF THIS ARBITRATOR WHO UNDERSTOOD
THE SITUATION AND MADE THE CORRECT
RULING TO RETURN MY CHILD TO
MY CARE. PLEASE UNDERSTAND THAT
THE EVIDENCE AGAINST THE
COUNTY IS OVERWHELMING, AND
IT IS ALL IN THEIR RECORDS,
THEIR LOG OF ACTIONS.
I + WILL SHOW THE PRIMA
FACIE PROOF OF COMPLETE
WRONG DOING WITH MANY CRIMINAL
ACTS INCLUDING FALSIFYING
EVIDENCE AND TAMPERING WITH
DRUG TEST,



OCA

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This Certification is valid for use anywhere within the United States Of America, its territories or possessions. This certification does certify the content of the document for which it is issued.

I, David Crabtree, Arbitrator of Online Contract Arbitration, have created and executed the attached Arbitration Award for contract # 21DP0344-911, between the claimant **Tin Quoc Phan** and respondent **COUNTY OF ORANGE, SOCIAL SERVICES AGENCY, CHILDREN AND FAMILY SERVICES** on the date thereof, as duly qualified Arbitrator for Online Contract Arbitration, whose official acts as such should be given full faith and credit in all Courts and Justice and elsewhere.

In Testimony Whereof, I hereunto set my hand and have caused to be affixed an Arbitrator's autograph, on this 17th day of June, 2021.

A handwritten signature in blue ink that reads "David L. Crabtree".

David Crabtree, Arbitrator



Tin Quoc Phan)

[illegible]

Respondent AFFIDAVIT OF SHOW OF CAUSE PROOF OF CLAIM DEMAND AND CONTRACT

Concerning Juvenile Dependency Matter
of Mia Victoria Phan
Juvenile Case #21DP0344

I claim the the Orange County Social Services Agency did not afford myself or or my daughter a fair and responsible investigation into all matters related to enable the Orange County Social Services Agency to competently understand there were never any actions intentionally or unintentionally to harm my child from the day of her birth, throughout the approximate 16 months when she was in my sole parental custody and to this day.

I claim throughout the entire investigation there has never been a personal physical conversation between myself and any agent, representative, or entity representing the County of Orange Social Services Agency. There however has been one alleged attempt to visit my home where it is alleged that no one was available to speak to so the agent left. Therefore, in conclusion there was never any actual physical conversation to gain a physical, visual, and personal, understanding to draw a more significant and conclusive understanding of the man and father you condemned.

I claim that there was never a physical inspection or request for inspection of my home where myself, my daughter, and my mother reside in complete decency and safety.

I claim this knowledge of our residence and the appearance and individuals amongs this dwelling are significant and vital piece of information. Especially in a charge claiming and concurred by the courts that I posed an immediate threat to safety of my child.

I claim that there was a meeting on the 25th of May, 2021 where involuntarily spoke to the County of Orange Social Services Agency and decided due to the line of question which conveyed in my personal opinion that this remote would not serve in daughter interest nor my own. I therefore ended this voluntary conversation.

I claim that on the very following day, May 26 th, 2021 after I voluntarily ended the conversation the day before, I received a call form the County of Orange Social Services Agency that my child was taken into detention by their agency. To my complete horror, my precious, sensitive two year eleven month year old daughter was in now in the hands of the Orangewood home for children.

I claim this act alone has created a situation so damaging and irrevocable that I do not even recognize my own daughter because she is in such mental and emotional disarray that my visits twice a week in the monitored conditions so ordered by the judge at the recommendation of County of Orange Social Service Agency.

I claim my visits to my daughter are consistent and continual as a father who has been at all time with the highest of concern and care for my child and it is beyond any degree of negligence with a sound mind to find any bit of truth in these allegations that I have charged and condemned.

I claim throughout this entire time and the entire investigation, suggested to have been thorough, and complete in fulfilling Due Process of law. As per the 14 Amendment. THIS INVOKING OF THE 14 AMENDMENT IS NOT FOR GRAND DISPLAY. DO NOT TAKE THIS LIGHTLY. THIS INVOKING OF DUE PROCESS IS VITALLY NECESSARY WHEN TAKING A CHILD FROM THEIR PARENT. IT IS YOUR DUTY, TO FIRST HONOR THE SANCTITY OF A GOOD FAMILY. Thus, it is your agency's responsibility to launch a thorough investigation prior to ripping a family apart.

I claim and as the facts will show that from the inception of my child into this world there has been only one arrest made during this entire time. That incident was on Jan 17th 2021 where police arriving at the scene found as reported, that I had been the victim of a serious attack requiring emergency medical assistance and transportation to the hospital. So serious was the event that the perpetrator whom was my child's mother was arrested and taken into custody. Her defense that she had been attacked by myself as I carried away from her family and herself is a complete lie that I not only claim to be untrue but I also claim to have video evidence to make this entire claim irrefutable.

I claim the court the judge in this courtroom whom I've witness communicating back and forth as if they are well acquainted long time "friends" if that is a word I can use in all fairness to the earned and well deserved honor of the judge. I fear that this was as significant factor in the judges absolute miscarriage of justice.

I claim that the County of Orange Social Services Agency had no right to take anything from me and hold them from me over my objections.

I claim that the administrative rules, statutes, and codes that you use against me are unconstitutional and therefore null and void.

I claim that my rights, privileges, and immunities that are secured or protected by the U.S. Constitution cannot be taken away in a nisi prius, de facto, quasi, administrative court operating under color of law, and in a not-of-record court proceeding in equity.

I claim that the County of Orange Social Services Agency cannot diminish my rights as One Of The People.

I claim that I have never knowingly waived my Constitutional rights and that if assumed to have done that, it was under trickery, coercion, duress, and without full disclosure and therefore null and void.

I claim that the Social Security Act of 1935 gives the County of Orange Social Services Agency NO right to take charge of my child over my objection.

I claim that the County of Orange Social Services Agency has the duty to protect my Constitutional rights and restore back to me what has been taken away.

I claim that the County of Orange Social Services Agency actions of colluding with a nisi prius, de facto, quasi, administrative court operating under color of law, and in a not-of-record proceeding in equity to take my child from me is a form of fraud and therefore a form of kidnapping.

Conditional Acceptance for the Value/Agreement/Contract Counter Offer

Because the administrative courts are nisi prius, de facto, quasi courts operating under color of law, and in a not-of-record proceeding in equity they must use contracts to bring people under their jurisdiction.

The County of Orange Social Services Agency moving their case/complaint in same court must use contracts with the parents to do so also. Therefore I offer this Conditional Counter-Offer in the form of a contract.

I have received your offer(s) in reference to above stated Juvenile Dependency case and accept your offer(s) under the following terms and conditions-

That you provide the following proof of claims.

SHOW OF CAUSE PROOF OF CLAIM DEMAND

• PROOF OF CLAIM, that the County of Orange Social Services Agency fulfilled the minimum requirement of the Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C.A. § 5106g)

Federal law definitions of child abuse and neglect:

"Any recent act or failure to act on the part of a parent or caretaker, which results in death, serious physical or emotional harm, sexual abuse or exploitation"; or, "An act or failure to act which presents an imminent risk of serious harm."

- PROOF OF CLAIM, that I, as "One Of The People" is that "parent" or "caretaker" as spoken of in that Federal law.
- PROOF OF CLAIM, that the following is untrue: "All laws, rules and practices which are repugnant to the Constitution are null and void....If courts are to regard the Constitution, and the Constitution is superior to any ordinary act of the legislature, the Constitution, and not such ordinary act, must govern the case to which they both apply." Marbury v. Madison, 5th US (2 Cranch) 137, 180.

- PROOF OF CLAIM, that the U.S. Constitution is not the supreme law of the land, that the judge in the Juvenile court is not bound by it and that the laws, statutes, codes, rules, or constitution of any state are never contrary to the U.S. Constitution according to the following law : U.S. Constitution, Article VI: This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding.

- PROOF OF CLAIM, That an administrative court can take away my constitutional rights or what is mine using statutes, codes, or rules according to the following case law: "An unconstitutional act is not law; it confers no rights; it imposes no duties; affords no protection; it creates no office; it is in legal contemplation, as inoperative as though it had never been passed." Norton v. Shelby County , 118 U.S. 425 p. 442

- PROOF OF CLAIM, that an "nisi prius⁶ de facto⁷ quasi⁸ administrative court operating under color of law, in a not-of-record proceeding in equity" and not at law;⁹ can take away my rights, privileges, or immunities that are secured or protected by the U.S. Constitution according to the following law: TITLE 18, U.S.C., SECTION 242

Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, ... shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping¹⁰ or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.

- PROOF OF CLAIM, that statutes or administrative rules trump my Federal rights according to the following case law: "The assertion of federal rights, when plainly and reasonably made, are not to be defeated under the name of local practice." Davis v. Wechler, 263 U.S. 22, 24; Stromber v. California, 283 U.S. 359; NAACP v. Alabama, 375 U.S.449

- PROOF OF CLAIM, that the County of Orange Social Services Agency or the Juvenile court can assume my rights can be taken away from me according to the following case law; The State cannot diminish rights of the people. Hurtado v. California, 110 U.S. 516.

- PROOF OF CLAIM, that I can be stripped of my Constitutional rights through trickery, coercion, duress, without full disclosure OR that I can be ordered to do something against my Constitutional rights according to the following case law: "Waivers of Constitutional Rights, not only must they be voluntary, they must be knowingly intelligent acts done with sufficient awareness." Poindexter v. Greenhow, 114 U.S. 270, 303 (1885). Brady v. U.S., 397 U.S. 742, 748, (1970)

- PROOF OF CLAIM, that the people are not the GRANTORS of the Trust powers you hold as TRUSTEES AND PUBLIC SERVANTS and as such you are not to protect my rights according to 1877 Georgia Constitution (as Ratified without Subsequent amendments)

ARTICLE I. - BILL OF RIGHTS.- SECTION I.

Paragraph I. All government, of right, originates with the people, is founded upon their will only, and is instituted solely for the pgood of the whole. Public officers are the trustees and servants of the people, and, at all times, amenable to them.

- PROOF OF CLAIM, that the state has the U.S. Constitutional right to deem what is in the child's best interest using their statutes according to the following case law: The Supreme Court Ruled That The State Statute Was Unconstitutional The U.S. Supreme Court ruled on the issue of grandparent visitation rights in the 2000 case of 530 U.S. 57, which involved a dispute between a Washington-state mother and her ex-boyfriend's parents.

When Brad Troxel, the children's father, died in 1993, his parents informed the mother, Tommie Granville, that they wanted to maintain a relationship with the couple's two daughters. Washington law at the time allowed "any person" to petition for visitation "at any time" and gave state courts discretion to grant that visitation when it was in the child's best interests. But the majority of the Troxel court struck down the state statute as unconstitutional, finding it interfered with parents' rights to raise their children as they pleased. Writing for the majority, Justice Sandra Day O'Connor said, "The liberty interest at issue in this case — the interest of parents in the care, custody, and control of their children — is perhaps the oldest of the fundamental liberty interests recognized by this Court." Troxel v. Granville, 530 U.S. 57 (2000)

• PROOF OF CLAIM, that the State of California and the County of Orange Social Services Agency has the power when working in private business to overrule mothers and fathers and let people or corporations take children from parents according to:

The Adoption and Safe Families Act (A.S.F.A.) :

SEC. 401. PRESERVATION OF REASONABLE PARENTING.

"Nothing in this Act is intended to disrupt the family unnecessarily or to intrude inappropriately into family life, to prohibit the use of reasonable methods of parental discipline, or to prescribe a particular method of parenting."

• PROOF OF CLAIM, that the County of Orange Social Services Agency, can take charge of my child without my permission according to the Social Security Act 1935 [Original Legislative Intent of the Congress not for CPS to take kids]

TITLE XI- GENERAL PROVISIONS

DEFINITIONS SECTION 1101

(6)(d) Nothing in this Act shall be construed as authorizing any Federal official, agent, or representative, in carrying out any of the provisions of this Act, to take charge of any child over the objection of either of the parents of such child, or of the person standing in loco parentis to such child.

Article 1

1. All peoples have the right of self-determination. By virtue of that right they freely determine their political status and freely pursue their economic, social and cultural development.

Article 23

The family is the natural and fundamental group unit of society and is entitled to protection by society and the State.

Article 24

• Every child shall have, without any discrimination as to race, colour, sex, language, religion, national or social origin, property or birth, the right to such measures of protection as are required by his status as a minor, on the part of his family, society and the State.

• PROOF OF CLAIM, that the County of Orange Social Services Agency has the right to interfere in my privacy, family, or home thru a "nisi prius, de facto, quasi, administrative, arbitration court operating under color of law, in a not-of-record proceeding in equity" and not at law;

International Covenant on Civil and Political Rights

Article 17 1. No one shall be subjected to arbitrary or unlawful interference with his privacy, family, home or correspondence, nor to unlawful attacks on his honor and reputation. 2. Everyone has the right to the protection of the law against such interference or attacks.

CAVEAT, FACTS, And TERMS OF CONTRACT

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

There is no signature needed on this contract from the respondent. (See stipulation #31)

- Your failure to provide proof of claim, shall self-execute this binding irrevocable contractual agreement coupled with interest and subject the breaching party to any fines, penalties, fees, taxes and other assessments.
- Your failure to answer the Show Cause – Proof of Claim Demand within 72 hours after receiving this affidavit will cause this contract to be effective immediately through your tacit acquiescence.
- Your failure to answer the Proof Of Claims below within the seventy two (72) hours after receiving this affidavit/contract, shall constitute a binding contract between the agency and the Claimant.
- Your failure to carry out the stipulations within this contract after the seventy two (72) hours after receiving this affidavit/contract, shall constitute a breach of contract.

- The Claimant once more respectfully requests the Respondent(s) provide said necessary Proof of Claims so as to resolve the Claimant's confusion and concerns within this matter. Otherwise, the Claimant must ask, "What is the Claimant's remedy?"
- THEREFORE, as Respondent(s) have superior knowledge of the law, and as custodian of record has access to the requested and necessary Proof of Claims, and otherwise being in a 'catbird's seat' to provide the requested and necessary Proof of Claims raised herein above, Respondent(s) is able, capable, and most qualified to inform the Claimant on those matters relating to and bearing upon the above referenced alleged CIVIL Cause and thereby; that there is a duty on the part of the parties to communicate and/or respond to the aforementioned proof of claim and/or demand associated with this self-executing, binding, irrevocable, contractual agreement coupled with interests and therein, has an obligation to clear-up all confusion and concerns in said matter(s) for the Claimant as to the nature and cause of said process(s), proceeding(s), and the like as well as the lawfulness and validity of such to include; inter alii, all decisions, orders, and the like within; and arising from, all such within said Civil Cause.

Amount Of Time To Answer; Method To Answer

- The Claimant herein; and hereby, provides the Respondent(s) three (3) Calendar days; to commence the day after receipt of this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, in which to gather and provide the Claimant with the requested and necessary Proof of Claims raised herein above, with the instruction, to transmit said Proof of Claims to the Claimant or the below named Notary/Third Party and or their representative as stipulated and attached hereto if applicable, for the sole purpose of certifying RESPONSE or want thereof from Respondent(s). All Proof Of Claims, shall be verified, be in writing, and postmarked WITHIN 72 hours after Respondent being served .
- Further, the Claimant herein strongly recommends to Respondent(s) that any Proof of Claims be transmitted "Certified" Mail, Return Receipt Requested, and the contents therein under Proof of Mailing for the good of all concerned.
- Because there are human lives involved, and should Respondent(s) allow the three (3) days (72 hours) to elapse without providing the requested and necessary Proof of Claims, Respondent(s) will go into Default and the Claimant will cause to be transmitted a Notice of Default and CERTIFICATION OF NON-RESPONSE - NON-PERFORMANCE and JUDGEMENT without Opportunity to Cure to the Respondent; wherein, Respondent will be given NO additional time to cure Respondent's fault.
- This CERTIFICATION OF NON-RESPONSE - NON-PERFORMANCE and JUDGEMENT is a judgment handed down from this Private Side, Court of Record at Common Law. It is as binding as any judgment from any higher Court of Record. If you default, you, the respondent, are agreeing to this judgment and agree to act upon it immediately.
- At the end of three (3) calendar days (72 hours), Respondent will be found in default and thereby; and therein, Respondent will have established Respondent's(s') consent and agreement to the facts contained within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim as said facts operate in favor of the Claimant; e.g., that the judgment of alleged "court not-of-record" within the above referenced alleged Civil Cause is VOID AB INITIO for want of subject-matter jurisdiction of said venue; want of persona jurisdiction; want of Relationship with the "source of authority" for said statute(s)/law(s); for want of privity of contract, or contract itself; for want of authority over me as one of the people.
- Respondent(s) agrees and consents that Respondent(s) does have a duty and obligation to Claimant; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the above referenced alleged Civil Cause and thereby; and therein, release the indenture (however termed/styled) upon the Claimant and cause the Claimant to be restored to liberty, and releasing all of the Claimant's rights and property.

NO TIME TO CURE AFTER 72 HOURS

- Further, this matter needs to be resolved post haste and therefore the Claimant gives NO extra time in which to cure after Respondent(s) default.
- Should the Respondent(s) fail or otherwise refuse to provide the requested and necessary Proof of Claims raised herein above within the expressed period of time established and set herein above, Respondent(s) will have failed to State any claim upon which relief can be granted.
- RESPONDENT'S AGREED ACTION UPON DEFAULT OF THIS CONTRACT
- 1.) Withdraw and Discharge the case with prejudice.
- 2.) Return to the Claimant what you have taken from them and;
- 3.) Remove the Claimant's name from the Central Registry.
- 4.) Pay the Claimant \$10,000 per day until the above 3 stipulations have been fulfilled.
- AGREED MONITARY VALUE OF CONTRACT OWED BY RESPONDENT AFTER DEFAULT And also that the value of this agreement is the amount demanded if the state/agency/respondent falls into default, after that first 72 hours of receiving this affidavit, the state/agency/respondent agrees to pay \$10,000 USD per/day to the Claimant until the above stipulations are fulfilled.

COMMUNICATION WITH CLAIMANT

- The County of Orange Social Services Agency / respondent agrees to communicate with the Claimant verbally and verified, in writing on what steps are being taken, and the proof of those steps to withdraw and discharge the case with prejudice.
- YOUR FAILURE TO RESPOND IS TACIT QUIESCENCE¹²
- Respondent agrees with the law of RESTATEMENT (SECOND) OF CONTRACTS in that there is NO signature needed from the respondent or their representative on this written contract to make it legal and binding. Your silence will show that you intend to accept the offer.

§ 69. Acceptance by Silence or Exercise of Dominion

- Where an offeree fails to reply to an offer, his silence and inaction operate as an acceptance in the following cases only:
- (a) Where an offeree takes the benefit of offered services with reasonable opportunity to reject them and reason to know that

they were offered with the expectation of compensation.

(b) Where the offeror has stated or given the offeree reason to understand that assent may be manifested by silence or inaction, and the offeree in remaining silent and inactive intends to accept the offer.

• ADDITIONALLY it is exigent and of consequence for the Claimant to inform Respondent, in accordance with and pursuant to the principles and doctrines of "clean hands" and "good faith," that by Respondent(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party's consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Claimant, through "tacit acquiescence".

• Your failure to respond, and this would include each of the respondents by their representative, and if also represented by the Atty. Gen., such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

YOUR FAILURE TO RESPOND CREATES AN ESTOPPEL IN THE ABOVE NOTED JUVENILE MATTERS

• Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, but Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter, and ALL matters relating hereto; and arising necessarily therefrom;

• The defaulting party will be estopped from maintaining or enforcing the original offers/presentments; i.e., the above referenced alleged Juvenile Cause as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Claimant may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(s) to compel specific performance and or damages arising from injuries there from.

• The defaulting party will be foreclosed by laches and or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and or presumption!

• **RESPONDENT(S) FULLY AGREE TO ALL FACTS IN THIS CONTRACT AND GIVE TACIT ACQUIESCENCE TO ALL OF THE STIPULATIONS**

• The parties intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represent the final expression of the parties' intent relating to the subject matter of this Agreement, contain all the terms the parties agreed to relating to the subject matter, and replace all of the parties' previous discussions, understandings, negotiations, representations and agreements relating to the subject matter of this Agreement regardless whether written or oral.

• Further, Respondent(s) will have agreed and consented through "tacit acquiescence" to ALL the facts in relation to the above referenced alleged Juvenile Cause, as raised herein above as Proof of Claims herein; and ALL facts necessarily and of consequence arising there from, are true as they operate in favor of the Claimant, and that said facts shall stand as prima facie and ultimate (un-refutable) between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, the corporate Government juridical construct(s) Respondent(s) represents/serves, and ALL officers, agents, employees, assigns, and the like in service to Respondent(s), as being undisputed.

• Further, failure and/or refusal by Respondent(s) to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondent(s) that ALL facts as set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim, are true, correct, complete, and NOT misleading.

• In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim to include the corporate Government unit and Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration.

Your Tacit Acquiescence to this contract also means that you give up all governmental unit immunities.

• It is agreed that when the governmental unit contracts with a private party it waives immunity from liability. It is agreed that the County of Orange Social Services Agency /governmental unit waives immunity from suit through it's expressed consent. It is agreed that the respondent /County of Orange Social Services Agency governmental unit joining this contract through it's tacit acquiescence is giving it's express consent that it can be sued for breach of contract at any time after breach of this contract.

• The respondent(s) having given their tacit acquiescence to all stipulations in this agreement are also agreeing to give up any immunities either implied or given in Federal law or civil statutes. The respondent(s) agree to consent to, and waive all

Furthermore there are 11 different ways that EXPLAIN

immunity from suit and immunity from liability. The respondent(s) agree that they can be sued, and be impleaded for breach of contract and confirmation of Final Arbitration Award. Respondent(s) agree that legislative permission is not needed for Claimant to sue them for breach of contract or confirmation of Final Arbitration Award. Respondent(s) agree that their conduct of breach of contract is automatic consent to being sued for breach of contract. Respondent agrees that the state statutes no longer apply to them concerning any governmental immunities and fully agree to the Private Law of this contract instead.

- Please understand that while the Claimant wants, wishes and desires to resolve this matter as promptly as possible, the Claimant can only do so upon Respondent(s)' 'official response' to this Conditional Acceptance for Value and counter offer/claim for Proof of Claim by Respondent(s) providing the Claimant with the requested and necessary Proof of Claims raised herein above.

- THE RESPONDENT AGREES THAT THE CLAIMANT IS NOT UNDER STATES STATUTES AND CODES BECAUSE CLAIMANT IS NOT A GOVERNMENT OFFICIAL AND THEREFORE STATE STATUTES ARE NOT BINDING ON CLAIMANT

- Therefore, as the claimant is not a signatory; NOR a party, to your "social compact" (contract) known as the Constitution (Charter) of the UNITED STATES; NOR noticed NOR cognizant, of any agreement/contract between the UNITED STATES, and the claimant and specifically any obtained through FULL DISCLOSURE and containing any FAIR/VALUABLE CONSIDERATION therein, which would act/operate to create and establish a "relationship" (nexus) and thereby; and therein, bind the claimant to the specific "source of authority" for the creation and existence of the alleged statute(s)/law(s) as contained and allegedly promulgated within the "Code" known as the United States Code; which, with the privity of contract or contract itself would thereby; and therein, create and establish legal force and or effect of said statute(s)/law(s) over and upon the claimant; and, would also act/operate to subject the claimant to the "statutory jurisdiction" of the UNITED STATES, its laws, venue, jurisdiction, and the like of its courts/administrative tribunals/units and thereby; and therein, bind the claimant to said courts/administrative tribunal's/unit's decisions, orders, judgments, and the like; and specifically as within the above referenced alleged Civil Cause; and, which would act/operate to establish and confer upon said court/administrative tribunal/unit the necessary requirement/essential of "subject-matter jurisdiction" without which it is powerless to move in any action other than to:

- 1.) Withdraw and Discharge the case with prejudice.

- Return to the claimant what you have taken from them and;

- 3.) Remove the claimant's name from the Central Registry.

- And as a result thereof the parties agree that any statute and/or code introduced by the United States Congress and or state legislature under its non-governmental capacity i.e. it's "corporate business commercial transacting capacity", are not binding on any of the parties, and cannot be introduced and or used as any justification for any proceeding, and/or procedure, and or remedy respecting this matter.

- That this agreement supersedes and predates as well as replaces any and all prior agreements between the parties, and is binding on all parties and irrevocable.

- The parties agree to the terms and conditions of this agreement upon default of the defaulting party as of the date of the default.

ARBITRATION UNDER COMMON LAW

In the event that the defendant refuses to honor the JUDGMENT handed down from this Private Side, Court of Record At Common-Law, the respondent agrees to the following stipulations concerning arbitration.

- Wherein this Conditional Acceptance for this agreement constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure to respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator.

- Any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by emergency or non emergency arbitration.

- Whereas a designated arbitrator shall be chosen at random by the claimant, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the claimant shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties.

- The arbitrator may be a non-bar member or non-lawyer.

- The arbitrator may be chosen from any state or county.

- And with respects to this agreement, the defaulting party waives any and all rights, services, notices, and consents to the claimant and or the claimant's representative selection of the arbitrator thereby constituting agreement.

- In the event that the chosen arbitrator is unable to do the arbitration for what ever reason, the claimant can randomly choose a different arbitrator. The respondent fully agrees to the claimant's choice.

- The parties expressly agree that the chosen arbitrator may also be the emergency arbitrator. The arbitrator may issue a final award and orders from an emergency arbitration. The parties expressly agree that the award and orders from the emergency arbitration are legal and binding on all parties as if it was issued from a non-emergency arbitration.

- The parties expressly agree that the arbitrator may award any legal or equitable remedy, including but not limited to, the remedies of claim for a temporary restraining order, preliminary or permanent injunctive relief, specific performance, and consequential, compensatory damages or emergency relief.

- The parties expressly agree that the arbitrator may issue a Stay Of Proceedings to stay the above mentioned Juvenile court trial or hearing concerning the claimant's child. County of Orange Social Services Agency agrees to fully abide by that Stay of Proceedings until the arbitration is completed.

- The parties expressly agree that the claimant may issue a Stay Of Proceedings to stay the above mentioned Juvenile court trial or hearing concerning the claimant's child/ren. The County of Orange Social Services Agency to fully abide by that Stay

of Proceedings until the arbitration is completed.

- The parties expressly agree that all interim reliefs, temporary restraining orders, preliminary or permanent injunctive reliefs, specific performances, consequential, compensatory damages or emergency reliefs are binding on all parties.
- The award of the arbitrators shall be accompanied by a reasoned opinion.
- The arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear.
- The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- The parties agree that a NOTICE OF EMERGENCY ARBITRATION may be served by email and according to the rules of the arbitrator.
- The parties agree that if the agency is sent a NOTICE OF ARBITRATION or NOTICE OF EMERGENCY ARBITRATION, and the agency does not respond to it within the allotted time (10 days after receiving notice for non-emergency with certified mail and 24 hours after being emailed notice of emergency arbitration.) with intent to attend and payment of the administrative or arbitration fees, the agency gives up all rights to knowledge of date, time and place of the arbitration.
- The Claimant deems necessary to enforce the "good faith" of ALL parties hereto within without respect to venue, jurisdiction, law, and forum that the Claimant deems appropriate.
- That the arbitration process is binding on all parties and is the sole and exclusive remedy for redressing any issue associated with this agreement other than one of the parties to the contract suing the other party for breach of contract.
- That the arbitrator is permitted and allowed to adjust the arbitration award up to four (4) times the original values associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.
- If the respondent(s) have acted as if the contract is quasi¹³ or otherwise and does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest, it is as a result of that conflict of interest that binding arbitration shall be instituted.
- Respondent agrees that any final award or emergency award may not be vacated, modified, or corrected in the Juvenile court.
- Any final and binding arbitration award may be confirmed at any competent court under original jurisdiction, in accordance with the general principles of non-statutory or non-judicial Arbitration. This competent court can include the Claimant's own Private Side, Court of Record.
- Respondent also agrees that the Claimant may take this contract to any competent court under original jurisdiction because

• of the respondents breach of contract to have this contract enforced without arbitration. This competent court can include the Claimant's own Private Side, Court of Record.

- This agreement will be governed, construed, reviewed and interpreted in accordance with the Common Law.
- That the arbitrator is prohibited from considering and/or relying on statutory law.
- This agreement will be arbitrated under the rules of the Arbitrator and not statutory law.
- That any determination by the arbitrator is binding upon all parties, and that all parties agree to abide by the decision of the arbitrator, that the arbitrator is to render a decision based upon the facts and conclusions as presented within the terms and conditions of the contract.
- Any default of contract by any party must be supported by proof and evidence of said default, that default shall serve as tacit acquiescence on behalf of the party who defaulted as having agreed to the terms and conditions associated with the self-executing binding irrevocable contract coupled with interests.

RESPONDENT WILL BE HELD LIABLE FOR OTHER DAMAGES

- Further, Respondent agrees the Claimant can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Claimant or their child/ren for the moral wrongs committed against the Claimant or their child/ren as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Civil Cause; fraud, kidnapping, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission.
- Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of TEN (10) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America), and notice to Respondent(s) by invoice. Per Respondent(s) failure and or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon between the parties hereto, shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests; this Conditional Acceptance for Value and counter offer/claim for Proof of Claim becomes the security agreement under commercial law whereby only the nondefaulting party becomes the secured party, the holder in due course, the creditor in and at commerce.
- That this presentment is to be construed contextually and not otherwise, and that if any portion and/or provision contained

NOTICE

- NOTICE: In this Conditional Acceptance for Value and counter offer/claim for Proof of Claim(a) the words "include," "includes," and "including," are not limiting; (b) the word "all" includes "any" and the word "any" includes "all"; (c) the word "or" is not exclusive except when used in conjunction with the word "and"; as in, "and/or"; and (d) words and terms (i) in the singular number include the plural, and in the plural, the singular; (ii) in the masculine gender include both feminine and neuter.
- NOTICE: This presentment shall constitute a CLAIM against the assets of your institution and is valid upon your failure to comply with the requirement of this agreement and to VALIDATE NOT VERIFY THE COMPREHENSIVE ACCOUNTING!
- NOTICE: All titles/names/appellations of corporate Government juridical constructs, and branches, departments, agencies, bureaus, offices, sub-whatever's, and the like thereof, include any and all derivatives and variations in the spelling of said titles/names/appellations.
- NOTICE: Any and all attempts at providing the requested and necessary Proof of Claims raised herein above; and, to address any and all questions and concerns to the Claimant in any manner other than that provided for herein will be deemed non-responsive.
- NOTICE: The Claimant extends to the Respondent(s) the Claimant's appreciations and thanks for Respondent's(s) prompt attention, response, production of above Proof(s) of Claim and assistance in this/these matter(s). This presentment is not to be construed as an acceptance and/or application and/or subscription and/or request for license, admittance to any jurisdiction quasi-or otherwise. But shall remain as a direct objection to any and all claims to the contrary.
- I promise that if the County of Orange Social Services Agency does answer the PROOF OF CLAIMS in this affidavit/Contract according to the stipulations in this proposed contract, within the 72 hour stipulation, I WILL NOT hold the agency obligated to the stipulations of this conditional contract.
- I promise that if the County of Orange Social Services Agency does not answer the PROOF OF CLAIM in this affidavit/Contract according to the stipulations in this proposed contract, within the 72 hour stipulation, and thereby becomes in breach of contract, I will charge the agency \$10,000 USD per/day until all the stipulations in this contract have been fulfilled.
- Notice: Because of the fact that I wrote what is on my mind down in this contract, and because you as a representative of the agency read it, we now have a MEETING OF THE MINDS. Your choice of what you do next in the first 72 hours after receiving this contract will show your CONDUCT (action or no action) and what is on the agencies mind.
- All parties to this contract intend to be legally bound; in which constitutes consideration of this contract.

Therefore they did not contact And that show quiescence thus

You may contact me in the below methods with your Proof of Claims, to arrange the return of what you have taken from me and/or send your payments to:

Tin Quoc Phan
16537 Yucca Circle
Fountain Valley, Ca 92708
714-317-8209
lel909056@gmail.com

They are in Breach of contract.

Verification

I hereby declare, certify and state, pursuant to the penalty of perjury under the laws of the United States of America, and by the provisions of 28 USC § 1746 that all of the above and foregoing representations are true and correct to the best of my knowledge, information and belief.

Executed in City of Fountain Valley, California on this 24th day of May, 2021

Tin Quoc Phan

Tin Quoc Phan

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. There is no signature needed on this contract from the respondent. Only your action or non-action is needed. (See stipulation #31)

Notary as JURAT CERTIFICATE

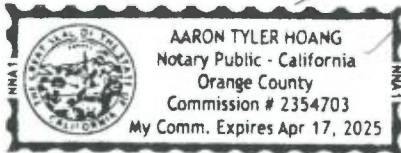
CALIFORNIA State }
ORANGE County }

On 5/26/21 date before me, Your full name, personally appeared, who swore an oath and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their autograph(s) on the instrument the person executed, the instrument.

I certify under PENALTY OF PERJURY under the lawful laws of Name of your State State and that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary / Jurat
seal



Instructions for AFFIDAVIT OF SHOW OF CAUSE PROOF OF CLAIM DEMAND AND CONTRACT

Attention:

- Take this affidavit to a notary public and get it notarized first.
- Then Copy one to send to the agency.
- Make another copy of the notarized one to give to a higher court later.
- While you are at it, you will need a pdf of the notarized one to give to an arbitrator.
- Make sure to file your original away.

Next, you will get your friend (not a blood relative) to deliver it in person or send this affidavit out using registered mail. (Do not send this instruction page with the affidavit.)

1:

Private Attorney. Attornatus Privatus, latin - in your own court, also the sovereign, and also in the capacity of private attorney representing the court. the court represents the court, the sovereign and the suit of the sovereign. The practice of Law can not be licensed by any state/State....(a) A State cannot exclude a person from the practice of law or from any other occupation in a manner or for reasons that contravene the Due Process Clause of the Fourteenth Amendment. Pp. 353 U. S. 238-239. [Schware v. Board of Examiners, 353 U.S. 238, 239], The practice of Law is an occupation of common right! [Sims v. Aherns, 271 S.W. 720 (1925)]

2:

COURTS OF RECORD Those whose acts and judicial proceedings are enrolled, or recorded, for a perpetual memory and testimony, and which have power to fine or imprison for contempt. Error lies to their judgments, and they generally possess a seal.

3:

An affidavit uncontested un rebutted unanswered stands as truth. - United States v. Kis, 658 F.2d 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982 1982.

4:

A contract is a legally binding agreement which recognizes and governs the rights and duties of the parties to the agreement. A contract is legally enforceable because it meets the requirements and approval of the law.

5:

Blacks law 4th Edition – KIDNAPPING: carrying away person from his place of residence, forcibly or fraudulently. Ex parte Kelsey, 19 N.J.Misc. 488, 21 A.2d 676, 678

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 07th day of June, 2021,
 by Date Month Year

(1) Loretta Armijo

(and (2) _____
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
 be the person(s) who appeared before me.

Signature *Diane Smith*
 Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or
 fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Notice of DefaultDocument Date: June 07th 2021 Number of Pages: OneSigner(s) Other Than Named Above: —

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Notary as JURAT CERTIFICATE

CALIFORNIA State }
ORANGE County }

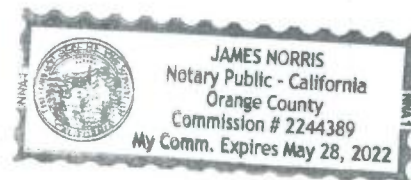
On (Date) JUNE 7TH 2021, before me, Tony Quach, personally appeared, **who swore an oath** and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their autograph(s) on the instrument the person executed, the instrument.

I certify under PENALTY OF PERJURY under the lawful laws of Name of your State State and that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary / Jurat _____

seal



CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me on

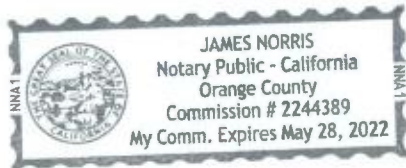
this 7TH day of JUNE, 2021, by
Date Month Year

(1) TIN A. PITAN

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature _____
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: CERTIFICATION OF NON-RESPONSE

Document Date: 6/7/21 Number of Pages: 2

Signer(s) Other Than Named Above: NONE

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
- ☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 07th day of June, 2021,
by Date Month Year(1) Loretta Armijo(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: "Proof of Claim"Document Date: June 07th 2021 Number of Pages: one

Signer(s) Other Than Named Above: _____

Code of Civil Procedure, § 1011
www.courtinfo.ca.gov

ATTORNEY OR PARTY WITHOUT ATTORNEY OR GOVERNMENTAL AGENCY (under Family Code, §§ 17400, 17406) (Name, State Bar number, and address): TIN QUOC PHAN 16537 VUEA CIRCLE FOUNTAIN VALLEY CA 92708 TELEPHONE NO.: FAX NO.: ATTORNEY FOR (Name):		FOR COURT USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: PRIVATE SIDE CITY AND ZIP CODE: COURT OF RECORD BRANCH NAME:			
PETITIONER/PLAINTIFF: TIN QUOC PHAN RESPONDENT/DEFENDANT: COUNTY OF ORANGE OTHER PARENT/PARTY: SOCIAL SERVICES AGENCY		CASE NUMBER: 21DP0344-911 (If applicable, provide): HEARING DATE: RE: JUVENILE HEARING TIME: MIA VICTORIA PHAN DEPT.: 21DP0344	
PROOF OF PERSONAL SERVICE			

1. I am at least 18 years old, not a party to this action, and not a protected person listed in any of the orders.

2. Person served (name): **receptionist**

3. I served copies of the following documents (specify):

Affidavite of show of cause proof of claim demand
Contract

4. By personally delivering copies to the person served, as follows:

a. Date: **May 26, 2021**

b. Time: **5:00 pm**

c. Address:

800 N. Eckhoff Street
Orange, California 92868

5. I am

a. ☒ not a registered California process server.

d. ☐ exempt from registration under Business & Profession Code section 22350(b).

b. ☐ a registered California process server.

c. ☐ an employee or independent contractor of a registered California process server.

e. ☐ a California sheriff or marshal.

6. My name, address, and telephone number, and, if applicable, county of registration and number (specify):

Loreta Armijo
2121 Hanakailane
Huntington Beach, Calif. 92646

714-477-3371

7. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

8. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date:

Loreta Armijo
 (TYPE OR PRINT NAME OF PERSON WHO SERVED THE PAPERS)
Loreta Armijo

6-7-21

Loreta Armijo
 (SIGNATURE OF PERSON WHO SERVED THE PAPERS)
Loreta Armijo

CERTIFIED EMAIL TO DIRECTOR
OF SSA

contact@onlinecontractarbitration.com

From: "Debra.Baetz@ssa.ocgov.com" <contact@onlinecontractarbitration.com.r-dscdhiohxbwu.ReadNotify.com>
Date: Thursday, June 17, 2021 9:13 PM
To: <contact@onlinecontractarbitration.com>
Attach: MDNPart2.txt; MDNPart3.txt
Subject: Read Notification: Official Notice of Emergency Arbitration - Tin Phan

To	Debra.Baetz@ssa.ocgov.com	 86% probability that this location is accurate
From	contact@onlinecontractarbitration.com	
Subject	Official Notice of Emergency Arbitration - Tin Phan	
Sent on	14-Jun-21 at 14:17:49pm 'PST8PDT' time	
1st Open	14-Jun-21 at 14:19:25pm -7:00	(86%) Cheyenne, Wyoming, United States

Tracking Details

Opened	
Reader Confirmed	14-Jun-21 at 14:19:25pm (UTC -7:00) - 1min36secs after sending
Location	Cheyenne, Wyoming, United States (86% likelihood)
Opened on	(40,94,28,213:49675)
Language	of recipient's PC: en-US (English/United States), en;q=0.9 (English)
Browser	used by recipient: Moz/5.0 (WinNT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/64.0.3282.140 Safari/537.36
Accepts	Files browser can open: text/html,ap/xhtml+xml,ap/xml;q=0.9,i/avif,i/webp,i/apng,*/*;q=0.8,ap/signed-exchange;v=b3;q=0.9
Confirmed	Reader clicked on your chosen banner at 14-Jun-21 at 14:19:25pm (UTC -7:00)
Last log	No more activity after 14-Jun-21 at 14:27:25pm (UTC -7:00) - Log data indicates email was read for at least 8mins (approx.)

Forwarded/opened on different computer

Opened	14-Jun-21 at 14:27:25pm (UTC -7:00) - 9mins36secs after sending
Location	Los Angeles, California, United States (86% likelihood)
Opened on	(104,129,199,4:50866)
Browser	used by recipient: Moz/4.0 (ms-office; MSOffice 16)
Confirmed	Reader clicked on your chosen banner at 14-Jun-21 at 14:28:06pm (UTC -7:00)
Last log	No more activity after 14-Jun-21 at 14:28:07pm (UTC -7:00) - Log data indicates email was read for at least 42secs (approx.)

Forwarded/opened on different computer

Opened	14-Jun-21 at 14:28:16pm (UTC -7:00) - 10mins27secs after sending
Location	Chicago, Illinois, United States (86% likelihood)
Opened on	65,60,37,196 (65,60,37,196:40899), (40,94,35,13:49675)
Language	of recipient's PC: en-US (English/United States), en;q=0.9 (English)
Browser	used by recipient: Moz/5.0 (WinNT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/70.0.3538.102 Safari/537.36
Accepts	Files browser can open: text/html,ap/xhtml+xml,ap/xml;q=0.9,i/avif,i/webp,i/apng,*/*;q=0.8,ap/signed-exchange;v=b3;q=0.9
Confirmed	Reader clicked on your chosen banner at 14-Jun-21 at 14:28:17pm (UTC -7:00), 14-Jun-21 at 14:29:32pm (UTC -7:00)

6/18/2021

Last log No more activity after 14-Jun-21 at 14:29:32pm (UTC -7:00) - Log data indicates email was read for at least 1min16secs (approx.)

Forwarded/opened on different computer

Opened 17-Jun-21 at 19:11:28pm (UTC -7:00) - 3days4hours53mins39secs after sending
 Location Los Angeles, California, United States (86% likelihood)
 Opened on (104,129,198,224:51257)
 Browser used by recipient: Moz/4.0 (ms-office; MSOffice rmj)

Summary - as at 17-Jun-21 at 21:13:50pm (UTC -7:00) - 3days6hours56mins1sec after sending

Total Opened 4 times by 4 readers
 Reader #1 Opened 1 time for 8mins total
 Reader #2 Opened 1 time for 42secs total
 Reader #3 Opened 1 time for 1min16secs total
 Reader #4 Opened 1 time

Click here for up-to-date (live) tracking information. This confirmation was produced and sent at: 17-Jun-21 at 21:13:50pm (UTC -7:00) (18-Jun-21 04:13:50 GMT) courtesy of <http://www.ReadNotify.com> with times converted to 'PST8PDT' time; and refers to an original email of sender reference ID <4A0C9DEBD1264A0AAFDF1579710550E7@DavidPC> and ReadNotify.com reference c9f622455f526359f23f8be76362f and acknowledges both that the message was displayed, and was read and/or understood (your recipient clicked on your chosen banner) on the recipient's machine. You can change your settings (including turning off these email read notifications, or getting them instead by ICQ, SMS, or Pager) from the [ReadNotify web site](http://www.ReadNotify.com).

ReadNotify.com E-mail Proof-of-Opening-Time Digital Certificate. On Fri, 18 Jun 2021 04:13:50 GMT the tracked e-mail referenced above was recorded as opened. This certificate, sequence number #38255752, irrevocably links the above tracking references with the date and time they were recorded. The following signature is now published online; to view it, verify it, or for more information, please visit www.ReadNotify.com.

-----BEGIN PGP SIGNATURE-----

Comment: Certificate #38255752, created Fri, 18 Jun 2021 04:13:50 GMT

iQEzBAABCAAdFiEEOpWB4/AT3kN/neUSRq6kN5HtRjMFAMDMHX4ACgkQRq6kN5Ht
 RjOITwf/ddI7FPdhJhAeagZ8q9CNZYJj8EbRR55bQKXjvImUwbk+aNXIhZ1czv17
 pHeIFYBrBIymY+nt/64X6YD+LB6i5IuTslhvu7ve9v9J9F9TaePysm0Wc00zA+vw
 crZS4Zc8NPBKLYQ4+vk0xpYfHZ+OYVX8jSq8CuTEgpdz38du8OL3LnostYuim3GT
 x+VKHspGpb9C4E3mfybczKY1WGFZaQ1+ckN161QUlumM8zmX403H1qEYVdyzuOVq
 ot9WFAjH0wGmIRDFVpp9T4Xv/5kk+wtgl+nqjUAHkCDzJBu1BXhrZwDLNHu0hJOL
 hOvr4Fru36TioFMDEL+sljbkN2Mktg==
 =zneO

-----END PGP SIGNATURE-----



Return-Path: contact@onlinecontractarbitration.com
 From: contact@onlinecontractarbitration.com
 Message-ID: <4A0C9DEBD1264A0AAFDF1579710550E7@DavidPC>
 To: Debra.Baetz@ssa.ocgov.com
 Subject: Official Notice of Emergency Arbitration - Tin Phan
 Date: 14-Jun-21 at 21:17:49pm GMT
 References: <4A0C9DEBD1264A0AAFDF1579710550E7@DavidPC>
 Mime-Version: 1.0
 Content-Type: text/plain; charset=UTF-8
 Content-Transfer-Encoding: 8bit

contact@onlinecontractarbitration.com

From: "Mary.MialmaCantoran@ssa.ocgov.com" <contact@onlinecontractarbitration.com.r-dscdhhemacjcy.ReadNotify.com>
Date: Monday, June 14, 2021 4:23 PM
To: <contact@onlinecontractarbitration.com>
Attach: MDNPart2.txt; MDNPart3.txt
Subject: Read Notification: Official Notice of Emergency Arbitration - Tin Phan

To	Mary.MialmaCantoran@ssa.ocgov.com	
From	contact@onlinecontractarbitration.com	
Subject	Official Notice of Emergency Arbitration - Tin Phan	
Sent on	14-Jun-21 at 14:17:50pm 'PST8PDT' time	
1st Open	14-Jun-21 at 14:23:02pm -7:00	

(86%) Moses Lake, Washington, United States

Tracking Details

Opened	
Reader Confirmed	14-Jun-21 at 14:23:02pm (UTC -7:00) - 5mins12secs after sending
Location	Moses Lake, Washington, United States (86% likelihood)
Opened on	(40,94,29,199:49675)
Language	of recipient's PC: en-US (English/United States), en;q=0.9 (English)
Browser	used by recipient: Moz/5.0 (WinNT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/72.0.3626.109 Safari/537.36
Accepts	Files browser can open: text/html,ap/xhtml+xml,ap/xml;q=0.9,i/avif,i/webp,i/apng,*/*;q=0.8,ap/signed-exchange;v=b3;q=0.9
Confirmed	Reader clicked on your chosen banner at 14-Jun-21 at 14:23:02pm (UTC -7:00), 14-Jun-21 at 14:23:15pm (UTC -7:00)
Last log	No more activity after 14-Jun-21 at 14:23:15pm (UTC -7:00) - Log data indicates email was read for at least 13secs (approx.)

Forwarded/opened on different computer

Opened	14-Jun-21 at 14:51:27pm (UTC -7:00) - 33mins37secs after sending
Location	Los Angeles, California, United States (86% likelihood)
Opened on	(104,129,198,216:26488)
Browser	used by recipient: Moz/4.0 (ms-office; MSOffice 16)

Summary - as at 14-Jun-21 at 16:23:21pm (UTC -7:00) - 2hours5mins31secs after sending

Total	Opened 2 times by 2 readers
Reader #1	Opened 1 time for 13secs total
Reader #2	Opened 1 time

Click here for up-to-date (live) tracking information. This confirmation was produced and sent at: 14-Jun-21 at 16:23:21pm (UTC -7:00) (14-Jun-21 23:23:21 GMT) courtesy of <http://www.ReadNotify.com> with times converted to 'PST8PDT' time; and refers to an original email of sender reference ID <4A0C9DEBD1264A0AAFDF1579710550E7@DavidPC> and ReadNotify.com reference a318edbc56f6ee06ae13559ac867f7de and acknowledges both that the message was displayed, and was read and/or understood (your recipient clicked on your chosen banner) on the recipient's machine. You can change your settings (including turning off these email read notifications, or getting them instead by ICQ, SMS, or Pager) from the [ReadNotify web site](http://www.ReadNotify.com).



ReadNotify.com E-mail Proof-of-Opening-Time Digital Certificate. On Mon, 14 Jun 2021 23:23:22 GMT the tracked e-mail referenced above was recorded as opened. This certificate,

sequence number #38246210, irrevocably links the above tracking references with the date and time they were recorded. The following signature is now published online; to view it, verify it, or for more information, please visit www.ReadNotify.com.

-----BEGIN PGP SIGNATURE-----

Comment: Certificate #38246210, created Mon, 14 Jun 2021 23:23:22 GMT

iQEzBAABCAAdFiEEOpWB4/AT3kN/neUSRg6kN5HtRjMFAmDH5OoACgkQRg6kN5Ht
RjPtDQf/fa6/QeNCo3Oc2qHf9JP/VltvS8GUTfobjBbxErNaoXPF4gTlvbTjwGN2
aJgYazSAdYGvplAbDNDK88Y1wsGx+djOv/bAOsSuBouP/8XvUohY8ALGiNLmq71t
OYWT3/bVTrZs27KiZF3CGCpJQO1vOMfqRm25AZISBfkgh6TlWpPsNvaRBEge2Pua
ef++zpUfcRvCRsHOSa+6Ppp/efou3retx41OZV90SpqHBq5EtiFlqhKYhHd61G2I
E7BuMDjS46snN62FQFGyi+Whk2IKWLzYaOgDvZWHrM+mOt4WlGHV7jHkVvoLwYO
6V4VxqlTaUX/hnVaxb6aDCmRcmq7BA==

=ESTT

-----END PGP SIGNATURE-----



Return-Path: contact@onlinecontractarbitration.com
From: contact@onlinecontractarbitration.com
Message-ID: <4A0C9DEBD1264A0AAFDF1579710550E7@DavidPC>
To: Mary.MialmaCantor@ssa.ocgov.com
Subject: Official Notice of Emergency Arbitration - Tin Phan
Date: 14-Jun-21 at 21:17:50pm GMT
References: <4A0C9DEBD1264A0AAFDF1579710550E7@DavidPC>
Mime-Version: 1.0
Content-Type: text/plain; charset=UTF-8
Content-Transfer-Encoding: 8bit

CERTIFIED EMAIL

contact@onlinecontractarbitration.com

From: "Brooke.lundy@ssa.ocgov.com" <contact@onlinecontractarbitration.com.r-dscdhikddgdkd.ReadNotify.com>
Date: Thursday, June 17, 2021 12:18 PM
To: <contact@onlinecontractarbitration.com>
Attach: MDNPart2.txt; MDNPart3.txt
Subject: Read Notification: Official Notice of Emergency Arbitration - Tin Phan

To	Brooke.lundy@ssa.ocgov.com
From	contact@onlinecontractarbitration.com
Subject	Official Notice of Emergency Arbitration - Tin Phan
Sent on	14-Jun-21 at 14:17:47pm 'PST8PDT' time
1st Open	14-Jun-21 at 14:22:08pm -7:00 (86%) Cheyenne, Wyoming, United States

Tracking Details

Opened	
Reader Confirmed	14-Jun-21 at 14:22:08pm (UTC -7:00) - 4mins21secs after sending
Location	Cheyenne, Wyoming, United States (86% likelihood)
Opened on	(40,94,28,136:49674),ec2-52-48-46-49.eu-west-1.compute.amazonaws.com (40,107,89,58:25)
Language	of recipient's PC: en-US (English/United States), en;q=0.9 (English)
Browser	used by recipient: Moz/5.0 (WinNT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/79.0.3945.136 Safari/537.36
Accepts	Files browser can open: text/html,ap/xhtml+xml,ap/xml;q=0.9,i/avif,i/webp,i/apng,/*;q=0.8,ap/signed-exchange;v=b3;q=0.9
Confirmed	Reader clicked on your chosen banner at 14-Jun-21 at 14:22:08pm (UTC -7:00)
Last log	No more activity after 14-Jun-21 at 14:30:53pm (UTC -7:00) - Log data indicates email was read for at least 8mins45secs (approx.)

Forwarded/opened on different computer

Opened	14-Jun-21 at 14:32:58pm (UTC -7:00) - 15mins11secs after sending
Location	Buena Park, California, United States (86% likelihood)
Opened on	(206,194,127,242:23205)
Browser	used by recipient: Moz/4.0 (ms-office; MSOffice 16)

Re-Opened (by earlier reader #2)

Opened	17-Jun-21 at 10:15:55am (UTC -7:00) - 2days19hours58mins8secs after sending
Location	Los Angeles, California, United States (86% likelihood)
Opened on	(104,129,198,213:55089)
Browser	used by recipient: Moz/4.0 (ms-office; MSOffice 16)


Summary - as at 17-Jun-21 at 12:18:17pm (UTC -7:00) - 2days22hours30secs after sending

Total	Opened 3 times by 2 readers
Reader #1	Opened 1 time for 8mins45secs total
Reader #2	Opened 2 times

Click here for up-to-date (live) tracking information. This confirmation was produced and sent at: 17-Jun-21 at 12:18:17pm (UTC -7:00) (17-Jun-21 19:18:17 GMT) courtesy of <http://www.ReadNotify.com> with times converted to 'PST8PDT' time; and refers to an original email of sender reference ID <4A0C9DEBD1264A0AAFD1579710550E7@DavidPC> and ReadNotify.com reference

6/18/2021

03611017ab6280bed3e618b76c9d5a5e and acknowledges both that the message was displayed, and was read and/or understood (your recipient clicked on your chosen banner) on the recipient's machine. You can change your settings (including turning off these email read notifications, or getting them instead by iCQ, SMS, or Pager) from the [ReadNotify web site](https://www.readnotify.com).

 **ReadNotify.com E-mail Proof-of-Opening-Time Digital Certificate.** On Thu, 17 Jun 2021 19:18:17 GMT the tracked e-mail referenced above was recorded as opened. This certificate, sequence number **#38254875**, irrevocably links the above tracking references with the date and time they were recorded. The following signature is now published online; to view it, verify it, or for more information, please visit www.ReadNotify.com.

-----BEGIN PGP SIGNATURE-----

Comment: Certificate #38254875, created Thu, 17 Jun 2021 19:18:17 GMT

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RjN2kwgAqO+mU2vwpOBaMeQNxx5ELB8OAmLHZEMWUedD35FSIqIRv4Zsz6gFXSso
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c8pOauTuD10+6oFh1lRMYiRVkeYoBg==
=rJWF

-----END PGP SIGNATURE-----



Return-Path: contact@onlinecontractarbitration.com
From: contact@onlinecontractarbitration.com
Message-ID: <4A0C9DEBD1264A0AAFDf1579710550E7@DavidPC>
To: Brooke.lundy@ssa.ocgov.com
Subject: Official Notice of Emergency Arbitration - Tin Phan
Date: 14-Jun-21 at 21:17:47pm GMT
References: <4A0C9DEBD1264A0AAFDf1579710550E7@DavidPC>
Mime-Version: 1.0
Content-Type: text/plain; charset=UTF-8
Content-Transfer-Encoding: 8bit

CERTIFIED EMAIL

contact@onlinecontractarbitration.com

From: "Claudia.trigo@ssa.ocgov.com" <contact@onlinecontractarbitration.com.r-dscdhhibtqxge.ReadNotify.com>
Date: Tuesday, June 15, 2021 12:07 AM
To: <contact@onlinecontractarbitration.com>
Attach: MDNPart2.txt; MDNPart3.txt
Subject: Read Notification: Official Notice of Emergency Arbitration - Tin Phan

To	Claudia.trigo@ssa.ocgov.com	
From	contact@onlinecontractarbitration.com	
Subject	Official Notice of Emergency Arbitration - Tin Phan	
Sent on	14-Jun-21 at 14:17:46pm 'PST8PDT' time	
1st Open	14-Jun-21 at 14:23:04pm -7:00	(86%) Cheyenne, Wyoming, United States

Tracking Details

Opened	
Reader Confirmed	14-Jun-21 at 14:23:04pm (UTC -7:00) - 5mins18secs after sending
Location	Cheyenne, Wyoming, United States (86% likelihood)
Opened on	(40,94,28,130:49674)
Language	of recipient's PC: en-US (English/United States), en;q=0.9 (English)
Browser	used by recipient: Moz/5.0 (WinNT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/79.0.3945.130 Safari/537.36
Accepts	Files browser can open: text/html,ap/xhtml+xml,ap/xml;q=0.9,avif,i/webp,i/apng,*/*;q=0.8,ap/signed-exchange;v=b3;q=0.9
Confirmed	Reader clicked on your chosen banner at 14-Jun-21 at 14:23:04pm (UTC -7:00)

Re-Opened

Acknowledged (MDN)	14-Jun-21 at 22:05:08pm (UTC -7:00) - 7hours47mins22secs after sending
Location	Des Moines, Iowa, United States (86% likelihood)
Opened on	ec2-52-48-46-49.eu-west-1.compute.amazonaws.com (40,107,91,68:25)

Summary - as at 15-Jun-21 at 00:07:29am (UTC -7:00) - 9hours49mins43secs after sending

Total Opened 2 times by 1 reader

Click here for up-to-date (live) tracking information. This confirmation was produced and sent at: 15-Jun-21 at 00:07:29am (UTC -7:00) (15-Jun-21 07:07:29 GMT) courtesy of <http://www.ReadNotify.com> with times converted to 'PST8PDT' time; and refers to an original email of sender reference ID <4A0C9DEBD1264A0AAFD1579710550E7@DavidPC> and ReadNotify.com reference efb0ef917877faab82489a5ee90b72c and acknowledges both that the message was displayed, and was read and/or understood (your recipient clicked on your chosen banner) on the recipient's machine. You can change your settings (including turning off these email read notifications, or getting them instead by ICQ, SMS, or Pager) from the [ReadNotify web site](http://www.ReadNotify.com).



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-----BEGIN PGP SIGNATURE-----

Comment: Certificate #38246900, created Tue, 15 Jun 2021 07:07:29 GMT

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jCVi+/Cv2UmP4+Qupk3kkPvBLSCLsrJ+9JZck6lLjxCcnRs+w//iRxw+gvN2P2Bi
wKu4qyJp1gdxftQ0i4D01BRNLjFoLW1e05bnt7qeMNeWNaCGD8pC6TYKZgRtu5hA
+gj39Qy/t7/4jdFLsdLouGBTzi+Ary0yWlrXeKqDMt/41uldRecBrC2m4S0fVpRe
Dh2IZJwahEGZOcEv71RizRH1mfq0IC+U/n1Su+v0bpYBA1WXMs0CtMWn526c6IVB
ENqAfmjHmyzAxWwFruPrcUNbYLSXrw==
=RHZc
-----END PGP SIGNATURE-----



Return-Path: contact@onlinecontractarbitration.com
From: contact@onlinecontractarbitration.com
Message-ID: <4A0C9DEBD1264A0AAFDF1579710550E7@DavidPC>
To: Claudia.trigo@ssa.ocgov.com
Subject: Official Notice of Emergency Arbitration - Tin Phan
Date: 14-Jun-21 at 21:17:46pm GMT
References: <4A0C9DEBD1264A0AAFDF1579710550E7@DavidPC>
Mime-Version: 1.0
Content-Type: text/plain; charset=UTF-8
Content-Transfer-Encoding: 8bit

contact@onlinecontractarbitration.com

From: <contact@onlinecontractarbitration.com>
Date: Monday, June 14, 2021 2:16 PM
To: <Claudia.trigo@ssa.ocgov.com.readnotify.com>
Cc: <Brooke.lundy@ssa.ocgov.com.readnotify.com>; <debrabaetz@ssa.ocgov.com.readnotify.com>;
<Debra.Baetz@ssa.ocgov.com.readnotify.com>;
<Mary.MialmaCantoran@ssa.ocgov.com.readnotify.com>; <mAccessOC@ocgov.com.readnotify>
Attach: Contract - Tin Quoc Phan.pdf
Subject: Official Notice of Emergency Arbitration - Tin Phan

NOTICE OF DEMAND FOR EMERGENCY ARBITRATION

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE,
NOTICE TO PRINCIPLE IS NOTICE TO AGENT**

**Forward this notice to the proper representative for the agency
1 day (24 hour) response is needed**

**IN THE MATTER OF AN ARBITRATION PURSUANT TO
AFFIDAVIT OF SHOW OF CAUSE PROOF OF CLAIM DEMAND AND
CONTRACT (the "Agreement")**

**Contract # 21DP0344-911
And
Rules of Online Contract Arbitration
And
The California Arbitration Act (CAA)
And
Restatement (Second) of Contracts
And
Restatement (Third) of Agencies**

TO:

6/18/2021

Orange County Social Services

TAKE NOTICE that **Tin Phan** (the "Claimant") seeks Emergency Arbitration of a dispute which has arisen between the Claimant and the Respondent pursuant to the agreement. A copy of the Agreement is attached with this Notice Of Emergency Arbitration to the Agency.

PARTIES TO THE DISPUTE

Claimant

Tin Phan
16537 Yucca Circ.
Fountain Valley, CA, 92708

Respondent

Orange County Social Services
800 North Eckhoff
Orange, CA 92868

I. NATURE OF DISPUTE

The particulars of the dispute are as follows:

- The claimant claims that the agency breached a conditional contract made with a private individual that needed no signatures to be binding.
- The agency had 72 hours to make a response but did not.
- The agency ratified their position of agreeing to the terms and stipulations in the said contract by not responding and therefore acquiesced to all the terms and stipulations.

II. THE REMEDIES SOUGHT

The Claimant seeks that the agency

- 1.) Withdraw and Discharge the case with prejudice. (The contract referenced Juvenile case #21D0344)
- 2.) Return to the undersigned what you have taken from them and; (The contract referenced "child" as what was taken.)



Final Arbitration Award

IN THE MATTER OF THE) Contract # 21DP0344-911
ARBITRATION BETWEEN:)

Tin Quoc Phan)

Claimant)

COUNTY OF ORANGE,
SOCIAL SERVICES AGENCY,
CHILDREN AND FAMILY
SERVICES)

Respondent)

EMERGENCY ARBITRATION
FINAL AWARD AND ORDER

Arbitrator: David Crabtree
PO Box 2503
Florence, Oregon. 97439

Arbitration Via: ZOOM

A. Jurisdiction

The contract allowed the claimant to choose the arbitrator.
The state of California allows private-side, common-law arbitration in these matters.

ARBITRATION AWARD AND ORDER ON CONDITIONAL CONTRACT NO. 21DP0344-911

B. The parties and their legal representatives

Claimant:

Tin Quoc Phan
16537 Yucca Circle
Fountain Valley, CA 92708

Respondent:

COUNTY OF ORANGE, SOCIAL SERVICES AGENCY, CHILDREN AND
FAMILY SERVICES
800 N. Eckhoff Street
Orange, California 92868

Representation: None at arbitration hearing

C. Background on Notice Of Arbitration To Respondent

This arbitrator sent a NOTICE OF EMERGENCY ARBITRATION to the respondent via certified mail EMAIL. It was delivered on Jun 14, 2021 to **Debra Baetz**. According to ReadNotify, they opened and read it on that same day. Debra then forwarded to 3 different readers.

This arbitrator sent a NOTICE OF EMERGENCY ARBITRATION to the respondent via certified mail EMAIL. It was delivered on Jun 14, 2021 to **Brooke Lundy**. According to ReadNotify, they opened and read it on that same day and then forwarded it. That person also opened it and read it.

This arbitrator sent a NOTICE OF EMERGENCY ARBITRATION to the respondent via certified mail EMAIL. It was delivered on Jun 14, 2021 to **Mary Mialma Cantoran**. According to ReadNotify, they opened and read it on that same day and then forwarded it. That person also opened it and read it.

This arbitrator sent a NOTICE OF EMERGENCY ARBITRATION to the respondent via certified mail EMAIL. It was delivered on Jun 14, 2021 to **Claudia**

Trigo. According to ReadNotify, they opened and read it on that same day plus another time.

The agency clearly got notice of the arbitration.

I gave the agency 24 hours to contact me via their representation. The agency's representation did not contact me in any manner.

The notice gave detailed information as to how to contact the arbitrator, where to find the rules of arbitration, and the time limit to do so. It also gave notice that the agency would give up its right to arbitration after the 24 hours had expired as per the rules of arbitration, and the arbitration would move forward without the agency's participation.

If the agency had contacted the arbitrator, a time and place (Zoom) would have been provided the agency. The agency did not contact the arbitrator, so they gave up the right to notice of a time and place of the arbitration. A fair opportunity was given the agency to present its case.

The agency did not show up for the arbitration. They gave up any and all due process provided by the arbitration. The agency acquiesced to my decisions in this final award.

D. Summary Judgment

The claimant asked for a summary arbitration and it was granted.

E. Terms Of The Arbitration Agreement Between The Parties

The Arbitration Clause: Page 7 - 8

These are a List of rules From The Contract For The Arbitrator

- A summary disposition of any claims or particular issue may be requested and decided by the arbitrator.
- A designated arbitrator shall be chosen at random by the claimant.
- Any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any

issues of substantive or procedural arbitrariness shall be settled by arbitration.

- The arbitrator may award any legal or equitable remedy, including but not limited to, the remedies of claim for a temporary restraining order, preliminary or permanent injunctive relief, specific performance, and consequential or compensatory damages.
- The arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear.
- That the arbitrator is permitted and allowed to adjust the arbitration award up to four (4) times the original values associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.
- This agreement will be governed, construed, reviewed and interpreted in accord with the Common law.

F. Summary Of The Facts And Procedure Including How The Dispute Arose

It is not my jurisdiction to make judgments on what led the claimant to create a contract with the agency. But, it is my understanding that the claimant and the agency had a previous relationship in an abuse or neglect investigation and a juvenile court case. The agency, at that time felt that they had the authority to take what belonged to the claimant, namely the claimant's child. The claimant disagreed with the agency's decisions and authority and so created a counter offer in the form of a conditional contract.

G. Summary Of The Issues And The Respective Positions Of The Parties

In the Juvenile court cases, the administrator (Administrative Law Judge or ALJ) is hired by the state agency to administrate the hearing for them. This can be a judge or an attorney but they are only an administrator when administrating for the agency. When the agency hires the administrator, they create a contract of whether the administrators decision is binding or not. It can be different in each state or county. Where it is not binding, the agency can go against the decision of the administrator and fulfill their contract outside of court. The agency can also chose to dismiss the case at any time.

It is the state or county that petitions the court to hear their complaint about the parents real or unreal abuse or neglect. In court, any petitioner can ask that their case is dismissed. This is done with a motion to dismiss. A plaintiff can also voluntarily dismiss an action by choosing to drop the case or by reaching an out of court settlement with the defendant.

In this case at hand, through this conditional contract , the agency made an out-of-court settlement with the claimant to dismiss the juvenile court action and to give the claimants property, namely the claimants child back to them. The agency gave their assent and consent to the agreement by their choice to be silent on the matter and therefore acquiesced to the contract.

H. Analysis Of The Arbitrators' Findings As To The Facts And Application Of The Law To These Facts.

The first matter at hand is to determine if the contract is valid and binding and meets the rules of contracts.

The question must be asked; Can a contract be legal and binding if there are no signatures on the contract?

The answer was in the contract itself. Twice I found the below warning in the contract. It was clear and unambiguous.

The contract states: "THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. There is no signature needed on this contract from the respondent."

On page 5, under YOUR FAILURE TO RESPOND IS TACIT ACQUIESCENCE, we find the below law, thereby making it the law of the contract:

YOUR FAILURE TO RESPOND IS TACIT ACQUIESCENCE¹

1. Respondent agrees with the law of *RESTATEMENT (SECOND) OF CONTRACTS* in that there is *NO signature needed from the respondent or their representative on this written contract to make it legal and binding.*

§ 69. Acceptance by Silence or Exercise of Dominion

- (1) Where an offeree fails to reply to an offer, his silence and inaction operate as an acceptance in the following cases only:

- (a) Where an offeree takes the benefit of offered services with reasonable opportunity to reject them and reason to know that they were offered with the expectation of compensation.

- (b) Where the offeror has stated or given the offeree reason to understand that assent may be manifested by silence or inaction, and the offeree in remaining silent and inactive intends to accept the offer.

In this case, the offeror is the claimant and the offeree is the Agency. So with that clarification, the above would read: Where the Agency fails to reply to an offer, his silence and inaction operate as an acceptance where the claimant has stated or given the Agency reason to understand that assent may be manifested by silence or inaction, and the Agency in remaining silent and inactive intends to accept the offer.

I found in the contract where the claimant had given clear reason for the agency to understand that the Agency's assent would be manifested by silence or inaction.

The Agency should have taken this seriously but they did not.

¹ **ACQUIESCENCE, contracts.** The consent which is impliedly given by one or both parties, to a proposition, a clause, a condition, a judgment, or to any act whatever. The tacit approval of conduct that might otherwise have provided grounds for an action but which cannot be objected to if undertaken with the consent of the party affected. Consent may be express or implied, and one circumstance where consent may be implied is where the party affected, in full knowledge of his rights, takes no action.

The Agency remained silent and did not answer the SHOW CAUSE within the 72 hour time period allowed in the contract. In fact, the Agency had an opportunity to demonstrate by law or witnesses that the contract was not real or binding. But instead, the Agency excepted the terms of the contract by their silence and inaction and therefor breached the contract by their lack of fulfilling the contract in any way.

I. Comment On the Show Cause

The 'SHOW CAUSE' was in integral part of the conditional contract. If the respondent could not, or would not, answer all the show cause within a specified time limit, then the condition was that the Agency would be required to live up to the stipulations in the contract.

A SHOW CAUSE is usually a method used in court. In this case, it was used in a court of common law. The claimant used their right to a "Private-side, Court Of Record". I found no common-laws stating that it could not be done in the manner at hand.

I did find these mentioned in the contract that implied that the claimant could practice law.

" Private Attorney. Attornatus Privatus, latin - in your own court, also the sovereign, and also in the capacity of private attorney representing the court. the court represents the court, the sovereign and the suit of the sovereign."

"The practice of Law can not be licensed by any state/State....(a) A State cannot exclude a person from the practice of law or from any other occupation in a manner or for reasons that contravene the Due Process Clause of the Fourteenth Amendment. Pp. 353 U. S. 238-239. [Schware v. Board of Examiners, 353 U.S. 238, 239]"

"The practice of Law is an occupation of common right! [Sims v. Aherns, 271 S.W. 720 (1925)]"

If you can practice law as a private individual, then it would be called private-side and if your procedures fulfill the definition of a court of record by keeping records, then you can call it a "Court of Record."

J. Questions To Consider

Can a private individual contact with a governmental entity?

The simple answer is YES. The government does it all the time. Anything the government has you sign with your name on a paper, is a contract. That means that the Agency in this matter at hand can enter into an agreement with a private party. It is done in their Safety plan, Releases of Information, etc.

Can a conditional contract be had with a government Agency?

Yes, conditional contracts are use all of the time in insurance and real estate also. There is no reason that a private person cannot craft their agreement with a government Agency in that manner also. If they did not like the conditions, by law of the land and law of the contract, they should have contacted the claimant before they breached the contract to communicate the conditions in the contract. They chose to do nothing instead. They had that right but acquiesced to the terms and conditions of the contract.

Is The governmental entity obligated to fulfill the stipulation in the contract?

If the document has all the elements of a contract, then, YES, the government Agency is obligated to live up to the condition they agreed to just like any private party.

Speaking of "Elements Of A Contract", lets look at what is needed and if it was fulfilled in this contract at hand.

Seven Essential Elements must Be Present Before A Contract Is Legal And Binding:

1. The Offer

This contract clearly spelled out what the claimant's offer was. There was no guessing.

It was a: If you do this action, I won't take this action. If you do not do this action, I will take this other action.

2. Acceptance

This contract clearly spelled out how the claimant would know that the Agency had excepted the offer. It was by the Agency's silence or inaction. The Agency also showed their silence and inaction by not showing at the arbitration where they had a chance to rebuttal. The Agency clearly accepted the terms of the contract.

3. Mutual Assent (also known a s “meeting of the minds”)

Meeting of the minds refers to the comprehension and mutual agreement of mutual assent of both parties to a contract's terms. The best way to do this is to write the contract out so that there would be no guessing as to what would be agreed to. This contract is written out. I did not have to guess as to what would be agreed to. Any competent person would be able to read the contract and come to that conclusion.

The claimant agreed to the contract because they wrote it up and delivered it to the agency. Now the Agency would have to have “assent” or “mutual agreement” to the contract to make it binding. Again., the Agency agreed to the terms and stipulations by their silence or inaction as was the condition of the contract an therefore acquiesced to it as per **RESTATEMENT (SECOND) OF CONTRACTS § 69**

4. CONSIDERATION

This contract fulfills what is called a “conditional consideration”.

Consideration is the central concept in the common law of contracts and is required, in most cases, for a contract to be enforceable. Consideration is the price one pays for another's promise. It can take a number of forms: money, property, a promise, the doing of an act, or even refraining from doing and act. In broad terms, if one agrees to do something he was not otherwise legally obligated to do, it may be said that he had given consideration. For example, Jack agrees to sell his car to Jill for \$100. Jill's payment of \$100

(or her promise to do so) is the consideration for Jack's promise to give Jill the car, and Jack's promise to give Jill the car is consideration for Jill's payment of \$100.

The consideration in this contract was that if the Agency DID NOT return what they had taken from the claimant, then the Agency would have to pay \$10,000 per day.

If the Agency DID return what they had taken, then they would not have to pay anything at all.

Again, the agency agreed to the stipulations in the contract by their silence and inaction. When they did that, they also showed consideration to the conditions of the contract.

By the Agency not doing anything, they agreed to do something they were not otherwise legally obligated to do. In this manner, they gave their consideration.

The contract fulfills the legal consideration to make this contract legal and binding in the matter of consideration.

5. Capacity

The Agency makes contracts everyday. There is no question of if they have the capacity to contract.

6. Legality

A conditional contract is legally binding if formed under contract law requirements. A contract is considered an "illegal contract" when the subject matter of the agreement relates to an illegal purpose that violates the law.

Basically, contracts are illegal if the formation or performance of the agreement will cause the parties to participate in illegal activities.

I find no common-law that shows that this contract is illegal or what was considered as illegal. If there is a common-law that shows that it is illegal, the respondent had a chance to present that to this arbitrator at arbitration but the Agency chose not to even attend the arbitration hearing. They therefore

gave up their right to bring it to the table. They chose to lose out on any Due Process owed them.

K. THE DECISIONS

WHEREAS the above-captioned matter was arbitrated (and digitally recorded) on 6/16/2021 via Zoom; and;

WHEREAS the parties have had a fair and equal opportunity to present their respective cases and deal with that of their counter-party; and;

WHEREAS the arbitrator, David Crabtree, fully considered and granted the Claimant's request for summary disposition. And further considered all the affidavits, exhibits, evidence, and matters as to the contract No. 21DP0344-911, it's terms, promises, and obligations, as well as the relevant law and facts in support as presented during the arbitration of this controversy; and;

WHEREAS the respondent entered into a legally binding contractual relationship through tacit acquiescence with Claimant, and the arbitrator found that no fraud in the factum was present; and;

WHEREAS It was also found that the claimant and the respondent had a previous relationship in a Juvenile Court Case. The respondent's tacit acquiescence to the terms of the claimants contract created an estoppel to those proceeding which the respondent ignored; and

WHEREAS This arbitrator had determined that the respondent has no sovereign or qualified immunity in the immediate case² and has given up any and all by contract; and;

WHEREAS The contract clearly expressed that the method to settle and resolve any/all disputes arising thereunder be settled by arbitration by an arbitrator of the claimant's choice without the respondent's input. The claimant choose Online Contract Arbitration; and;

WHEREAS, I, the arbitrator, sent out a notice of arbitration to the respondent. The respondent did not object, protest, or respond to the notices

² Harlow v. Fitzgerald, 457 U.S. 800. 818 (1982)

at any time or attempt to amend any portion of said provisions at any time. Online Contact Arbitration proceeded with the arbitration 10 days after a representative of the agency signed for the Notice of Arbitration sent by certified mail; and;

WHEREAS It was found and determined by the arbitrator that the Respondent agreed that they breached the terms of the contract, failed to perform to their agreed upon obligations, and thus created a dispute that requires resolution by this arbitration and award; and;

WHEREAS The parties stipulated and agreed that the related Juvenile case and it's judgment and and sentence are void ab initio; and;

WHEREAS the parties stipulated and agreed that the Agency would withdraw and Discharge the Juvenile case with prejudice; and;

WHEREAS the respondent agreed to return to the claimant what they took from them namely their child; and;

WHEREAS the respondent agreed to remove the claimants name from the Central Registry; and;

WHEREAS the respondent did not rebut the stipulations in the proposed contract at any time up to the date of the writing of this FINAL AWARD and therefore this arbitrator found the respondent liable for the stipulated compensatory awarded; and;

WHEREAS the parties stipulated and agreed that, in addition to other remedies, actual Compensatory damages are to be assessed according to the formula of \$10,000 per/day starting after the initial 72 hour window for response to the proposed contract until all the stipulations have been fulfilled.

The state agency, COUNTY OF ORANGE, SOCIAL SERVICES AGENCY, CHILDREN AND FAMILY SERVICES entered into default on May 27th 2021. Up to the point of writing this award, that would be a total of 22 days.

22 days X \$10,000 per day = \$220,000


ARBITRATION AWARD AND ORDER ON CONDITIONAL CONTRACT NO. 21DP0344-911

WHEREAS the contract stated that additional punitive damages can be optionally assessed. It is deemed that punitive damages may be warranted in the event that Respondent does not voluntarily comply with this award immediately upon presentation of this award. In such an event, the arbitrator imposes punitive damages at a rate of 4 times the amount of actual compensatory damages, in addition to other remedies awarded, pursuant to **Pacific Mut. Life Ins. Co. v. Haslip, 499 US 1 (1991);**and;

WHEREAS the arbitrator found that all elements of forming an agreement and legally binding contract are satisfied. Thus, the Respondent is bound to the terms and obligations agreed upon and imposed on them.

ACCORDINGLY, IT IS HEREBY ORDERED AND AWARDED:

- 1.) The Agency withdraw and Discharge the juvenile case with prejudice.
- 2.) The Agency return to the claimant what they took from them namely their child.
- 3.) The Agency remove the claimants name from the Central Registry.
- 4.) That the claimant recover from the respondent, actual compensatory damages to include \$10,000 per/day beginning from the day the contract was breached and going forward until all stipulations in the contract have been fulfilled. Said damages are to be due and payable in full upon receipt and notice of this award to the respondent.
- 5.) That claimant recover punitive damages from the respondent equivalent to 4 times (4X) the amount of compensatory damages conditioned upon the Respondent's failing to voluntarily comply with this award immediately, and the claimant is forced to petition any competent court for confirmation and enforcement of this award; and;
- 6.) This award is final and binding upon issuance and execution of the arbitrator's signature below, and takes full force and effect immediately upon issuance.

ORIGINAL	COPY
Tin Quoc Phan 16537 Yucca Circle Fountain Valley, CA 92708	COUNTY OF ORANGE, SOCIAL SERVICES AGENCY, CHILDREN AND FAMILY SERVICES 800 N. Eckhoff Street Orange, California 92868
SO AWARDED AND ORDERED	
DATED: 06/17/2021	David Crabtree
Florence, Oregon, 97439	ARBITRATOR

ARBITRATION AWARD AND ORDER ON CONDITIONAL CONTRACT NO. 21DP0344-911